



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: September 13, 2016

DATE: August 19, 2016
TO: Board of County Commissioners
FROM: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: Approve the First Modification of Parking License Agreement between Washoe County and the City of Reno Redevelopment Agency, retroactive to August 1, 2016 through July 31, 2019, to provide for the use of up to 100 parking spaces within the Parking Gallery located at 135 North Sierra Street [not to exceed \$54,048 annually]. (Commission District 3.)

SUMMARY

The Parking License between Washoe County and the City of Reno Redevelopment Agency is in place to provide Washoe County employees working in the downtown Reno area a place to park during work hours. The most recent Parking License expired July 31, 2016. The First Modification of Parking License contains the same terms as the original License, extending the term through July 31, 2019, with two additional one-year renewal options that includes a 3% increase for each renewal period.

Washoe County Strategic Objective supported by this item: Valued, engaged employee workforce.

PREVIOUS ACTION

In September 27, 2011, the Board of County Commissioners (Board) approved the Parking License between Washoe County and the City of Reno Redevelopment Agency to extend the term of occupancy for parking spaces utilized by the County at 135 N. Sierra Street.

The Board has approved multiple agreements to utilize parking spaces at the Gallery parking garage located at 135 N. Sierra Street, Reno Nevada for Washoe County employees working in the downtown Reno area.

BACKGROUND

Washoe County provides parking to employees at several parking facilities located in the downtown Reno area. Under the terms of the License Agreement, Washoe County may utilize up to 100 parking spaces at the Parking Gallery garage. Washoe County currently

AGENDA ITEM # 6.D

pays for approximately 30 parking spaces for County employees using a key card system that is programed to operate between the hours of 6:00 a.m. and 7:00 p.m., Monday through Friday. The Community Services Department monitors the issuance of parking cards as employees transfer into and out of employment in the downtown area, and only pays for the actual number of parking spaces used each month.

FISCAL IMPACT

The City of Reno Redevelopment Agency charges Washoe County a reduced parking rate of \$45.04 per space, per month. The maximum number of spaces allowed under the License Agreement is 100 spaces which equates to a maximum annual cost of \$54,048. If the County exercises its option to renew the License Agreement, the per space cost will increase by 3% during each renewal term.

Funding for employee parking is budgeted annually in the Community Services Department cost center 105000, account 710610. There is sufficient expenditure authority available in the FY17 budget for this parking license agreement.

RECOMMENDATION

It is recommended the Board of County Commissioners approve the First Modification of Parking License Agreement between Washoe County and the City of Reno Redevelopment Agency, retroactive to August 1, 2016 through July 31, 2019, to provide for the use of up to 100 parking spaces within the Parking Gallery located at 135 North Sierra Street [not to exceed \$54,048 annually].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the First Modification of Parking License Agreement between Washoe County and the City of Reno Redevelopment Agency, retroactive to August 1, 2016 through July 31, 2019, to provide for the use of up to 100 parking spaces within the Parking Gallery located at 135 North Sierra Street [not to exceed \$54,048 annually]."

FIRST MODIFICATION OF PARKING LICENSE AGREEMENT

THIS FIRST MODIFICATION OF PARKING LICENSE AGREEMENT (this "License") is made as of _____, 2016 by and between the Redevelopment Agency of the City of Reno, a public body, corporate and politic (the "Agency"), and WASHOE COUNTY, a public body (the "County") for the purpose of establishing the terms and conditions under which the County may utilize certain Parking Spaces owned by the Agency in the City of Reno located at 135 North Sierra Street. The EFFECTIVE DATE of this Parking License shall be August 1, 2016:

The parties hereby agree as follows:

Section 1. Parking License

- a. The Agency shall, throughout the term of this License, make available up to ONE HUNDRED (100) Parking Spaces within the Agency owned Parking Gallery garage located at First and Sierra Streets in Reno Nevada to employees in the downtown Reno area on a non-exclusive basis. The Parking Spaces referred to in this License are on a first-come first-served basis and shall not be held by the Agency for exclusive use.
- b. All Parking Spaces owned by the Agency will include handicapped parking in accordance with the requirements of the Reno Municipal Code. No more than thirty percent (30%) of the total number of spaces available shall be compact spaces as defined by the Reno Municipal Code. All Parking Spaces available shall also conform to the standards required by the Reno Municipal Code.

Section 2. Access (Key) Cards

- a. The Agency has provided the County with parking access cards ("key cards") as of the date of this agreement the County has 30 active and 70 inactive cards. ***The key cards will be programmed to operate only between the hours of 6:00 a.m. to 7:00 p.m., Monday through Friday.*** The County will advise its employees who are issued key cards that they must pay for parking if they wish to utilize the Parking Gallery before or after those hours.
- b. The County will be solely responsible for tracking, issuing and recovering key cards to and from its employees. The employee will submit to the Agency through its parking manager, a completed information card (card in such format as prescribed by parking manager) with the control number of the key card of each employee to whom a key card is issued.)

Section 3. Term

- a. This License shall remain in effect for three years commencing August 1, 2016 and shall terminate on July 31, 2019, unless terminated or extended as

provided herein. Provided that the County is not in material default under this License, a bi-lateral right to extend this term for two (2) additional one-year terms is hereby provided.

- b. The County may exercise this option at any time during the last ninety (90) days of the term of this License or the renewed License. Exercise of this option shall be by written notice delivered to the Agency. Upon exercise of the option by the County, the County shall be entitled to an extension of the License for an additional one year on terms and conditions identical to those terms and conditions specified in this License;
- c. The County shall pay the Agency, the sum of Forty Five Dollars and Four Cents (\$45.04) per space per month for each space used. If the County exercises its option to renew this license, each renewal period shall include a rental increase of Three Percent (3%).
- d. In the event the County shall acquire a County owned parking facility or space becomes available in which County shall conduct the same function it is currently performing in place of its operation in the Premises, the County may cancel this License, without penalty, by giving the Agency one (1) month prior written notice of its intention to do so.
- e. Pursuant to NRS 244.320, in the event the County fails to appropriate budget funds specifically for the purpose of maintaining such Premises, in any subsequent fiscal year after the effective date of the License, the Agency hereby agrees to cancel this License and hold the County harmless from any penalty, charge or sanction. The County agrees to provide written notice to the Agency of this eventuality, should it occur.
- f. The Agency will refund the Security Deposit to the County in the amount of TWENTY DOLLARS (\$20) for each key card returned to the Agency through its parking manager at the end or termination of this License. The Agency is holding security deposits for 100 access cards (\$2,000).
- g. In addition, the County may terminate this agreement without cause upon 30 days written notice to the Redevelopment Agency of its intent to terminate.

Section 4. Insurance

- a. The Owner of the Parking Gallery spaces carries, and shall continue to carry, casualty loss insurance through an independent insurance carrier. The Parking Gallery is insured in an amount equal to the value of the property less deductible.
- b. The County will provide insurance coverage through its current program of self funded insurance. All users of the parking lot will park at their own risk.

Section 5. Casualty Loss and Condemnation

If the Parking Gallery is materially damaged or destroyed and the Agency elects not to repair or rebuild the damage to the Parking Gallery, the Agency will no longer be obligated to provide the Parking Spaces required by this License.

Section 6. Time of the Essence

Time is of the essence of each provision of this License.

Section 7. Governing Law

This License shall be interpreted under the laws of the State of Nevada. Venue shall be proper in a court of competent jurisdiction in Washoe County, Nevada. In the event that a dispute arises between the parties regarding the interpretation, performance or enforcement of this agreement and either party initiates legal proceedings or some form of alternative dispute resolution is undertaken, it is hereby agreed that neither party is entitled to an award of attorneys' fees even though a party may be considered to be a prevailing party.

Section 8. Severability

If any term of this License is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

Section 9. Entire License

This License (including any exhibits to this License) constitutes the entire understanding and License of the parties with respect to the Parking Spaces.

SIGNATURE ON NEXT PAGE

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

Redevelopment Agency of the City of Reno a
public body, corporate and politic

By: _____
Hillary L. Schieve, Chairman

Attest:

By _____ Date _____
Ashley D. Turney, Secretary

WASHOE COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF NEVADA

By: Kitty K. Jung, Chair

STATE OF _____)
:
COUNTY OF _____)

On this _____ day of _____, 2016, before me a Notary Public in and for the
County of Washoe, State of Nevada personally appeared _____, known to me to be the
person described herein and who executed the foregoing instrument and who acknowledged to me that
he/she executed the same freely and voluntarily on behalf of the County, for the uses and purposes therein
mentioned.

Notary Public